

CORPORATE AND PERSONAL GUARANTEE

ISSUED TO

SHEET METAL WORKERS' LOCAL UNION 441 HEALTH & WELFARE TRUST FUND

(hereinafter referred to as the Trust Fund)

Employer Name:

**Ace Fabrication, Inc.
2713 Dauphin Street
Mobile, AL 36606**

Employer Federal Identification Number (EIN):

63-0001726

And

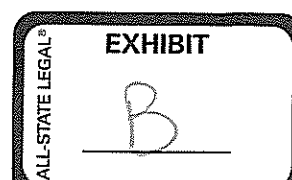
Owner/Operator(s) Personally:

William F. Stewart, III

(hereinafter referred to as the Guarantors).

In consideration of credit granted and other valuable considerations herein acknowledged the Guarantors do in a corporate capacity as well as individually for personal liability, absolutely and unconditionally guarantee, and promise to pay all of the debts and financial obligations due the Trust Fund based on the collective bargaining agreement with **Sheet Metal Workers' Local Union 441** and the Trust agreement of the Trust Fund. This guarantee includes payment of contributions in a timely manner as stipulated in the collective bargaining agreement and Trust Fund agreement including any liquidated damages or interest assessed due to late payment of the required contributions.

The Guarantors further agree to pay, upon demand, all of the costs, expenses, attorney's fees and legal expenses incurred with the enforcement of this guarantee and promise. Costs and expenses include attorneys fees and legal expenses, whether or not there is a lawsuit, including attorneys fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Undersigned also shall pay all court costs and such additional fees as may be directed by the court.



The owner/operator Guarantors by signing in an individual capacity acknowledge individual and personal liable for the obligations owed under this Guarantee separate and apart from any obligations of the Employer identified and not on behalf of the Employer. The Guarantors do hereby attest to this Guarantee of payment.

This is a continuing Guarantee and shall continue in effect until all of the obligations owing under the collective bargaining agreement and any successor agreement(s) have been paid in full.

The validity of this continuing Guarantee, its construction, interpretation, and enforcement and the right of the parties hereto shall be determined under, governed by, and constructed in accordance with the laws in the State of Alabama.

This guarantee may be terminated by any Guarantor on ninety (90) days written notice of termination, mailed certified mail, return receipt requested to the address provided in this document. The affect of said termination shall extend only to credit or amounts due and payable which are incurred on or after the ninety (90) day notification period has been exhausted. Termination of this Guarantee by any party shall not impair the continuing Guarantee of any remaining Guarantors of said termination.

The Guarantors liability under this Guarantee shall not be discharged or affected in any way by the bankruptcy, insolvency, death, disability, invalidity, or any other situation or condition of the Guarantors.

Forbearance on the part of the holder of this Guarantee to take steps to enforce payment of said indebtedness arising from Guarantors default in any respect whatever, or the giving of further time for payment of the indebtedness, shall in no way release the undersigned, but the undersigned shall remain liable hereunder for the prompt payment of said indebtedness.

The Trust Fund and its Trustees may at its (their) option, proceed in the first instance against the Guarantors to collect the obligations covered by this Guarantee without first proceeding against any one specific corporation, firm or person at its (their) election.

In the event this instrument is signed by only one person, then the Guarantors shall be considered to be in the singular. In the case of plural Guarantors, all undertakings, covenants, promises herein are joint and several.

Attested to by Guarantors -
{All stockholders or owner/operators should sign}
{Sign in BOTH places}

In behalf of the Employer -

In behalf of the Owner(s) Personally -

<u>[Signature]</u>	<u>8-18-2010</u>	<u>[Signature]</u>	<u>8-18-2010</u>
Signature	Date	Signature	Date
<u>[Signature]</u>	<u>8-18-2010</u>	<u>[Signature]</u>	<u>8-18-2010</u>
Signature	Date	Signature	Date

Signature	Date	Signature	Date
-----------	------	-----------	------

Signature	Date	Signature	Date
-----------	------	-----------	------

WITNESS - NOTARY PUBLIC

STATE OF Alabama COUNTY OF Mobile

I, Mary C. Day, a Notary Public certify that,

William Stewart and Robin Stewart

whose name(s) is/are signed to the foregoing instrument in an individual and personal capacity, and who are known to me, acknowledged before me on this date, that being informed of the contents of such instrument, each executed the instrument voluntarily on the 18th day of August, 20010. Given under my hand and Notary Seal this 18th day of August, 20010.

Mary C. Day
NOTARY PUBLIC

08-22-2012
My commission expires

Information -

Please provide the printed name, address, Social Security number and phone number for each Guarantor listed.

124-80-2008 William F. Stewart, III - 5906 Vaughan Drive East

417-94-3074 Robini C. Stewart - 5906 Vaughan Drive East

Satsuma, AL 36572

(251) 679-0067